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YAHOO! INC. C/O GREENBERG TRAURIG, LLP
MET LIFE BUILDING
200 PARK AVENUE
NEW YORK, NY 10166

EXAMINER	
UBER, NATHAN C	

ART UNIT	PAPER NUMBER
3622	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/620,494	LUU, DUC THONG	
	Examiner	Art Unit	
	NATHAN C. UBER	3622	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *12 May 2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-8,10-12 and 14-39* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-8,10-12 and 14-39* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☒ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *16 July 2003 and 12 May 2008* is/are: a)☐ accepted or b)☒ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Status of Claims

1. This action is in reply to the amendment filed on 12 May 2008.

2. Claims 1, 4, 7, 10, 16, 19, 20, 22, 23, 24, 30, 32, 33, 36, 37 and 39 have been amended.

3. Claims 9 and 13 have been canceled.

4. Claims 1-8, 10-12 and 14-39 are currently pending and have been examined.

Drawings

5. The replacement drawings were received on 12 May 2008. These drawings are not acceptable because they do not cure the defects cited in Examiner's objection. Examiner's objection is maintained and is repeated below.

6. The drawings are objected to because Figures 6a-6i are too dark and cannot be read. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Specification

7. The title of the invention was objected to because it was not descriptive. Applicant has addressed the deficiencies of the previous title by amendment. This objection is rescinded.

8. Examiner's objection to Applicant's use of trademarks is maintained in this office action. Applicant failed to address Examiner's objection to the improper use of trademarks in the specification

Claim Objections

9. Claims 9, 13 and 39 were objected to because they contained informalities. Applicant cancelled claims 9 and 13. Applicant corrected the informalities in claim 39 by amendment. The claim objections are rescinded.

Claim Rejections - 35 USC § 112

10. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

11. Claims 1, 4, 7, 16, 19, 22, 23, 24, 30, 32, 33, 36, 37, 39 and their dependants were rejected because they all contained limitations lacking sufficient antecedent basis. Applicant's amendments overcome this rejection. The claim rejection is withdrawn.

12. Claims 1-39 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicant failed to respond to this rejection in the amendment. This rejection is maintained in the present office action for claims 1-8, 10-12 and 14-39; claims 9 and 13 were cancelled. For the purposes of this examination examiner assumes that Applicant accepts Examiner's interpretation of the indefinite claim language cited in the previous office action and repeated below.

- Line = parameter that distinguishes aspects of an ad campaign such as a demographic or media venue (tv vs. internet)
- Web property = a web site (collection of web pages, see ¶0031 of the specification)
- Related to = associated with
- Capping = setting a maximum
- Based on = derived from
- Booked amount = price
- Apportioned = divided

13. Claim 19 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 19 depends from claim 13 which was canceled by Applicant's amendment on 12 May 2008. The limitations of claim 19 therefore are completely lacking in antecedent basis. For the purpose of this examination, Examiner interprets the dependency of claim 19 as though claim 19 depended from claim 8 because original claim 13 depended from claim 8.

Claim Rejections - 35 USC § 101

14. 35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

15. Claims 1-4, 6, 8-36 and 39 were rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. This rejection is maintained with respect to claims 1-4, 6, 8, 10-12, 14-36 and 39 in this office action because Applicant's amendments did not cure the deficiencies in the claims. The previous rejection of claims 9 and 13 was not maintained in this office action because claims 9 and 13 were cancelled by Applicant. Examiner's prior explanation of this rejection is repeated below.

16. The invention claimed in the method steps is an abstract idea because it is directed entirely to a calculation. Abstract ideas are judicial exceptions and are not statutory unless the claims set forth a practical application of the judicial exception. The claims do not set forth a physical transformation; therefore there must be a useful concrete and tangible result to establish the practical application. Here there is not a concrete result. For a result to be concrete, it must be predictable and repeatable. Here the claims loosely require specifying and apportioning various inputs of data in the independent claims. It is entirely reasonable to suppose that two different people may complete a step as required in the claims differently and achieve different results, for example one person may apportion the target GRP evenly over time, and one person may apportion the target GRP over time based on external factors like a major media event. Because the claims are not concrete, there is no practical application to the judicial exception for the claimed methods and therefore the methods are not statutory subject matter under 35 U.S.C. § 101.

17. For purposes of further clarifying this rejection, Examiner points out to the Applicant that the basis for this rejection is the subjectivity that is introduced into the claim by the term "apportion" and the lack of some objective technology performing the apportioning step of the method. For example, if a computer “apportioned” the GRP over a time period evenly or according to objective input parameters, then the result would be predictable and repeatable. As claimed, however any human may "apportion” the GRP over time and the results of human-implemented processes where critical steps are not objectively stated cannot be considered concrete because the subjective input of human actors is inherently unpredictable.

Claim Rejections - 35 USC § 103

18. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious

at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

19. The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

20. **Examiner's Note**: The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

21. Claims 1-4, 6-8, 10-12, 14-16, 18-27 and 29-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Del Sesto (U.S. 6,985,882) in view of Hennessey (U.S. 2003/0050827).

Claims 1, 23, 33, 37 and 39:

Del Sesto, as shown, discloses the following limitations:

- *specifying a target Gross Rating Point (GRP) for one or more lines of an Internet advertising campaign* (see at least Figure 4J),
- *specifying a total booked amount for the lines* (see at least Figure 4J),

Although Del Sesto does disclose a display and tracking feature of advertisements over time (see at least figure 4J, "GRP per day part"), Del Sesto does not specifically disclose the apportionment of the target GRP as in the limitations below. However, Hennessey, as shown, does:

- *apportioning the target GRP among one or more time periods of the Internet advertising campaign* (see at least Figure 7),
- *apportioning the total booked amount among the time periods* (see at least Figure 7),
- *wherein recognized revenue being based on the apportioned target GRP and the apportioned total booked amount* (see at least Figure 11),
- *facilitating display of the recognized revenue on a user interface* (see at least Figure 7),

The primary difference between Del Sesto and Hennessey is that Del Sesto contemplates a prepaid contract and focuses on tracking advertising actually distributed and making good on the contract eventually, while Hennessey has a more "real-time" focus so that it can use data to more accurately predict advertising revenue and set more competitive advertising prices. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to combine the two features above in the context of an "after-the-fact" invoicing plan because the tracking features of Del Sesto combined with the time display format of Hennessey reflect the actual performance and value of the service provider in distributing the advertisement over the defined period of time enabling the advertiser to pay only for the services received and retain its remaining advertising budget until the service provider later makes good on the contract.

Claims 2, 25 and 34:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejection above. Although Del Sesto does disclose a display and tracking feature of advertisements over time, Del Sesto does not specifically disclose the apportionment of the target GRP as in the limitation below. However, Hennessey, as shown, does:

- *the target GRP is apportioned equally among the time periods* (see at least Figure 7 and ¶0027).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to combine the two features above in the context of an "after-the-fact" invoicing plan because the tracking features of Del Sesto combined with the time display format of Hennessey reflect the actual performance and value of the service provider in distributing the advertisement over the defined period of time enabling the advertiser to pay only for the services received and retain its remaining advertising budget until the service provider later makes good on the contract.

Claims 3, 26 and 35:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Although Del Sesto does disclose a display and tracking feature of advertisements over time, Del Sesto does not specifically disclose the apportionment of the target GRP as in the limitation below. However, Hennessey, as shown, does:

- *the booked amount is apportioned equally among the time periods* (see at least Figure 7 and ¶0027).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to combine the two features above in the context of an "after-the-fact" invoicing plan because the tracking features of Del Sesto combined with the time display format of Hennessey reflect the actual performance and value of the service provider in distributing the advertisement over the defined period of time enabling the advertiser to pay only for the services received and retain its remaining advertising budget until the service provider later makes good on the contract.

Claims 4, 24, 36 and 38:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitations:

- *determining an actual GRP achieved for the time periods* (see at least Figure 4J),

- *determining recognized revenue for the time periods such that a ratio of the recognized revenue to the total booked amount is based on a ratio of the actual GRP to the target GRP* (see at least Figure 4J).

Claims 6 and 27:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *the ratio of recognized revenue to the total booked amount equals the ratio of the actual GRP to the target GRP for the lines* (see at least Figure 4J).

Claims 7 and 30:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Although Del Sesto does disclose a display and tracking feature of advertisements over time, Del Sesto does not specifically disclose the apportionment of the revenue as in the limitation below. However, Hennessey, as shown, does:

- *the ratio of recognized revenue for a particular time period to the total booked amount for a particular line is equal to the ratio of actual GRP to the target GRP for a particular line* (see at least Figure 11).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to combine the two features above in the context of an “after-the-fact” invoicing plan because the tracking features of Del Sesto combined with the time display format of Hennessey reflect the actual performance and value of the service provider in distributing the advertisement over the defined period of time enabling the advertiser to pay only for the services received and retain its remaining advertising budget until the service provider later makes good on the contract.

Claims 8, 29 and 31:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not disclose:

- *determining an invoice amount for a billing period*

- *the invoice amount being calculated by adding recognized revenue for the lines for the time periods falling within the billing period*

However, the Examiner takes **Official Notice** that it is old and well-known in the art to bill advertisers by invoice for services rendered over an established period of time. Furthermore, the Examiner takes **Official Notice** that it is old and well-known that invoice amounts typically represent a sum of the cost of services rendered over the period of time the invoice contemplates.

Ergo, it would have been obvious to one having ordinary skill in the art at the time of the invention to total the *recognized revenue* (which Del Sesto does disclose as shown above) within a prescribed period to determine an invoice amount because this is the only means available within the art (referring to the combination of Del Sesto/Hennessey) to value the service of distributing advertisements in terms of dollars and both the service provider and the advertiser are interested in paying and receiving payment for the value of services rendered.

Claims 10 and 32:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not disclose the limitation below:

- *adding revenue for a particular time period that falls partially within the billing period based on an amount of time that a particular time period falls within the billing period* (examiner takes official notice that Applicant has described prorating charges for services that may overlap billing cycles, and that such a method is known in the art).

It would have been obvious to one having ordinary skill in the art at the time of the invention to add the commonly known capability of prorating invoices to the methods contemplated by Del Sesto/Hennessy shown above because adding this feature enables the advertiser to see the effectiveness of their advertisements not only over conventional time periods (like weeks or months or days or day parts) but also in a completely

customized time period (any arbitrarily defined billing period) which may be beneficial to one or the other for accounting purposes for example.

Claims 11 and 12:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not limit time periods to weeks or months, however Del Sesto does contemplate analysis over various time periods, as shown:

- *the time period is a week* (see at least Figure 4L, flight dates),

With regard to the limitation of *wherein the billing period is a month* (Del Sesto does not define billing periods, the examiner takes **Official Notice** that it is old and well-known that a billing period may be a calendar month and in fact a calendar month is a conventional time period to use to define billing cycles. It would have been obvious to one having ordinary skill in the art at the time of the invention to combine the weekly analysis capabilities of the Del Sesto invention with monthly billing cycles because monthly billing cycles are very common in the art and are therefore very accommodating for accounting purposes.

Claim 14:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not disclose the limitation below:

- *capping the invoice amount for a line to an amount for the line for the billing period,*

Examiner takes official notice that in many service contracts, invoices are capped at a prescribed amount. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to ensure that any invoicing system is capable of working with in such a parameter if necessary.

Claim 15:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *when a total actual GRP for a billing period for a particular line differs from a total target GRP for the particular line for the billing period, applying the difference between the total actual GRP and the total target GRP for the billing period to a subsequent billing period* (see at least Figure 4J).

Claim 16:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *when the total actual GRP for the billing period for a particular line is less than the total target GRP for the particular line for the billing period, applying the difference between the total actual GRP and the total target GRP to a subsequent billing period* (see at least Figure 4J).

Claim 18:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto discloses the following limitation:

- *each of the lines has an associated target GRP* (see at least Figure 4J).

Claim 19:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *any difference between an actual weekly GRP and a target weekly GRP is automatically carried over to the subsequent week, if a subsequent week is within a same calendar month* (see at least Figure 4J).

Claim 20:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *the difference is calculated for each of the lines of the Internet advertising campaign* (see at least Figure 4J).

Claim 21:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *recognized revenue is separately calculated for each of the lines* (see at least Figure 4J).

Claim 22:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto, as shown, discloses the following limitation:

- *the billing period of each of the lines is independent of other lines* (see at least Figure 4B).

22. Claims 5, 17, and 28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Del Sesto/Hennessey and further in view of Alvarez et al. (U.S. 6,772,129).

Claims 5 and 28:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not disclose the following limitation as Del Sesto is focused on media distribution in television and radio formats. However, Alvarez, as shown, does disclose the following limitation:

- *serving advertisements on one or more Web pages in accordance with campaign parameters* (see at least the Abstract, "[t]his method measures all known forms of media… such as internet banners and email...").

The Alvarez invention is focuses only on measuring the effectiveness and efficiency of advertising and as such it contemplates a wider array of media. Among the various variables Alvarez uses to establish the effectiveness of an advertisement, Alvarez also relies on a comparison target GRPs and actual GRPs. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the wider media capabilities of Alvarez with the more robust contract/billing monitoring capabilities of Del Sesto because this combination can bring all of the benefits of the Del Sesto invention to campaigns that span the full range of advertising venues.

Claim 17:

The combination of Del Sesto/Hennessey discloses the limitations as shown in the rejections above. Del Sesto does not disclose the following limitation, however Alvarez, as shown, does:

- *each of the lines is related to an individual Web property* (see at least the Abstract, "[t]his method measures all known forms of media… such as internet banners and email...").

Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the wider media capabilities of Alvarez with the more robust contract/billing monitoring capabilities of Del Sesto because this combination can bring all of the benefits of the Del Sesto invention to campaigns that span the full range of advertising venues.

Response to Arguments

23. Applicant's arguments filed 12 May 2008 have been fully considered but they are not persuasive. It appears as if the Applicant is attacking the references in a piecewise fashion, instead of in combination, as intended by the Examiner and as shown above in the rejections under 35 USC § 103(a). In response to Applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.,* 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). In the instant case Applicant asserts that:

> *there is no disclosure of the presently claimed apportioning the target GRP among one or more time periods of an Internet advertising campaign and apportioning the total booked amount among the time periods, as part of Hennessey's described method and system*

and further,

> *Hennessy's Market CPP Tolerance levels based upon demand and rating points are in stark contrast to the presently claimed recognized revenue being based on the apportioned target GRP and the apportioned total booked amount*

However, Examiner reminds Applicant that Hennessy was only relied upon in the combination to disclose the “apportionment” limitation. Del Sesto discloses GRP and total booked amount. Del Sesto also discloses varying GRP based on time (see Figure 4J, GRP per day part). Hennessey demonstrates that one having ordinary skill in the art at the time of the invention would have known to (and could have) apportioned the GRP and booked amount of Del Sesto in the same manner that Hennessey apportioned an advertising budget in at least Figure 7.

24. Applicant's arguments stating that the combination of the prior art of record does not fully disclose nor fairly suggest the claimed invention fails to persuade the Examiner because, as shown in the rejections above, the prior art of record is clearly and unarguably analogous as well as relevant. In addition, Applicant's arguments regarding the teachings of the prior art of record fall short because when combined together, the prior art of record wholly and flawlessly discloses the claimed invention. Applicant should carefully consider revising the claim language to overcome the pending rejections which may place the application in a better condition for allowance.

Conclusion

25. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

26. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

27. Any inquiry of a general nature or relating to the status of this application or concerning this communication or earlier communications from the Examiner should be directed to **Nathan C Uber** whose telephone number is **571.270.3923.** The Examiner can normally be reached on Monday-Friday, 9:30am-5:00pm. If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, **Eric Stamber** can be reached at **571.272.6724**.

28. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://portal.uspto.gov/external/portal/pair <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at **866.217.9197** (toll-free).

29. Any response to this action should be mailed to:

Commissioner of Patents and Trademarks

P.O. Box 1450, Alexandria, VA 22313-1450

or faxed to **571-273-8300**.

30. Hand delivered responses should be brought to the **United States Patent and Trademark Office Customer Service Window**:

Randolph Building

401 Dulany Street

Alexandria, VA 22314.

/Nathan C Uber/ Examiner, Art Unit 3622
5 August 2008

/Arthur Duran/
Primary Examiner, Art Unit 3622